

**A G R E E M E N T**

by and between

PSF INDUSTRIES, INC.  
65 South Horton  
Seattle, Washington 98134

and

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIPBUILDERS,  
BLACKSMITHS, FORGERS, WELDERS AND HELPERS OF AMERICA,  
AFL-CIO, LOCAL NO. 104

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**WAGE SCALES AND WORKING RULES COVERING  
SHOP MANUFACTURING AND OUTSIDE REPAIR WORK**

**ARTICLE 1**  
**PREAMBLE**

This Agreement is made by and between PSF INDUSTRIES, INC., 65 South Horton, Seattle, Washington, 98134, and INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIPBUILDERS, BLACKSMITHS, FORGERS, WELDERS AND HELPERS OF AMERICA, AFL-CIO, LOCAL NO. 104.

**ARTICLE 2**  
**RECOGNITION**

Section 1. PSF INDUSTRIES, INC., 65 South Horton, Seattle, Washington, 98134, hereby recognizes (as far as may be legally admissible) now and during the whole term of this contract and all renewals thereof, the INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIPBUILDERS, BLACKSMITHS, FORGERS, WELDERS AND HELPERS OF AMERICA, LOCAL NO. 104 as the sole and exclusive collective bargaining agency for all employees of the Company whose work is described, classified and set forth in this contract.

Section 2. It is agreed that all employees coming under the terms of this Agreement shall continue to perform all work heretofore performed by them without regard to past, present or future disputes based on jurisdictional claims.

**ARTICLE 3**  
**UNION SECURITY**

Section 1. Pursuant to and in conformance with Section 8 (a) 3 of the Labor-Management Relations Act of 1947, it is agreed that all employees coming under the terms of this Agreement shall make application to join the Union within thirty-one (31) days following the

date of employment or within thirty-one (31) days following the date of signing of this Agreement, whichever is the later, and must maintain membership in good standing for the life of this Agreement and any renewal thereof. The employer shall discharge any employee as to whom the Union through its business agent delivers to the Employer a written notice that such employee is not in good standing in conformity with this Article.

Section 2. The Employer agrees to employ only employees in the classifications set forth in Schedule A in the performance of the work included within the scope of this Agreement.

Section 3. New hires, on or before the first day of employment, will be advised of the provisions of Section 1 of this Article, and shop stewards will be advised of the names of new employees on a form provided by the Union.

#### **ARTICLE 4** **MANAGEMENT FUNCTIONS**

Subject only to the specific provisions of this Agreement, the management of the plant and the direction of the working force shall be the exclusive function of the Employer; provided, however, this shall not be construed as limiting the Union's rights under Article 22, Grievance Procedure.

#### **ARTICLE 5** **NON-DISCRIMINATION**

Section 1. The Employer shall have the right to determine the competency and qualifications of its employees and the right to discharge any employee for just and sufficient cause; provided, however, no employee shall be discriminated against or jeopardized in seniority standing or suffer any loss of employment on account of membership or activity in his Union, so long as such activities are not carried on during working hours so as to interfere with production at the plant.

Section 2. The Employer and the Union agree there will be no discrimination against any employee or job applicant because of race, religion, color, sex, age, national origin, or any other basis as provided under Local, State or Federal Laws.

#### **ARTICLE 6** **HOURS OF WORK AND SHIFTS**

Section 1. The normal work week shall be five days worked between Monday and Friday (5x8) or four days worked between Monday and Friday (4x10).

First Shift or Regular Daylight Shift: An eight and one-half (8-1/2) hour period, less thirty (30) minutes for meals on the employee's time. Starting times shall not be earlier than 5:00 a.m. nor later than 9:00 a.m. Straight-time hourly rates of pay are set forth in Schedule A hereof.

Second Shift: An eight and one-half (8-1/2) hour period less thirty (30) minutes for meals on employee's time. Pay for a full second shift period shall be a sum equivalent to eight (8) times the straight-time hourly second shift rates of pay as set forth in Schedule A thereof.

Third Shift: A seven (7) hour period less thirty (30) minutes for meals on employee's time. Pay for a full third shift period shall be a sum equivalent to eight (8) times the straight-time hourly third shift rate as set forth in Schedule A hereof.

Section 2. In the event an individual employee's starting time is changed, it shall not be changed again within five (5) consecutive work days, except in case of emergency or to return to the employee's previous starting time.

Section 3. In event of power curtailments and/or power rate "peak period" penalties, the normal workday and workweek provisions of this Agreement shall become inoperative.

Section 4. In exception to the above, it is recognized that special conditions require special or unusual shifts. In such cases, the details thereof shall be worked out and agreed to between the particular Company and the Union.

Section 5. The Employer has the option to initiate and/or to discontinue a four (4) day, ten (10) hour per day workweek (4x10) for the entire unit or a portion of the unit. All holidays listed in Article 12, Section 2, shall be paid at eight (8) hours' pay. Employees working a 4 x 10 workweek shall be given the opportunity to work the appropriate hours for a holiday week at straight time to allow a 40-hour paycheck for that week.

## **ARTICLE 7** **OVERTIME**

Section 1. All time worked over eight (8) hours per day in the case of a 5x8 workweek or over ten (10) hours per day in the case of a 4x10 workweek, or more than forty (40) hours per week shall be considered overtime and paid for at time and one-half the straight time regular rate. All time worked over ten (10) hours in a 5x8 workweek or twelve (12) hours in a 4x10 workweek shall be paid at two (2) times the straight time hourly rate. Work on Sundays shall be paid at two (2) times the straight time hourly rate.

Maintenance and Non-Production employees scheduled to work a Tuesday through Saturday workweek shall be paid at time and one-half the straight-time regular day shift rate for all time worked over eight (8) hours per day and the first ten (10) hours on Sunday and paid double time the regular day shift rate for all time worked over ten (10) hours in a workday and all time worked on Monday.

Employees absent from work on a scheduled workday during the regular workweek shall be paid at the straight-time hourly rate until they have worked forty (40) hours during that workweek.

Section 2. Shift Break: Employees required to work overtime past the quitting time of their regular shift, unless relieved from work at least eight (8) hours before starting to work on their next regular shift, shall be paid the overtime rate for such shift.

EXAMPLE: When a workman starts work at 8:00 A.M. on Monday morning, and is requested to work until 12:00 that night, he will have eight (8) hours rest before his regular starting time at 8:00 A.M. on Tuesday morning. But, if he is required to work until 2:00 A.M., he will have had only six (6) hours rest and shall receive time and one-half for Tuesday.

In event an employee is advised to report to work later than his normal starting time for the purpose of allowing him at least an eight (8) hour work relief, he shall be guaranteed a minimum of eight (8) hours straight-time pay for that shift.

Section 3. When an employee is continuously employed for twelve (12) paid hours, he/she will be provided an additional 30-minute unpaid meal period or at the discretion of the Employer paid at overtime rates in lieu of a meal period.

## **ARTICLE 8 REPORT PAY**

Section 1. Any regular employee who is required to report for work but does not commence work shall receive not less than two (2) hours pay at the applicable straight time hourly shift rate. Any regular employee who is required to report for work and commences work shall receive not less than four (4) hours pay at the applicable straight-time hourly shift rate.

Section 2. Any regular employee who is not specifically instructed at least twelve (12) hours before his regular starting time not to report for work shall be considered as having been ordered to report and, therefore, entitled to two (2) hours pay.

Section 3. Report pay shall not be required where an employee is returning to work from absences of two (2) or more days without making prior arrangements with the Company for his/her return to work.

Section 4. In the event of an emergency such as fire, flood, power failure, power curtailment, machine breakdown, etc., beyond the control of the Employer (alleged lack of work cannot be construed as emergency) or where the employee voluntarily quits, lays off or is discharged, the foregoing requirements shall not be applicable and the employee shall be paid for actual time worked.

## **ARTICLE 9 EMERGENCY CALL-BACK PAY**

Any regular employee who has completed his normal shift for the day and is called back to work shall receive not less than two (2) hours pay at the overtime rate.

## **ARTICLE 10 CLASSIFICATIONS AND MINIMUM RATES OF PAY**

Section 1. The classifications and minimum rates of pay for employees covered by this Agreement are set forth in Schedule A which is attached hereto and made a part hereof.

Section 2. When an employee is transferred to another classification paying a higher rate, he shall receive the higher rate for the duration of such employment in such classification.

Section 3. Foremen shall not be assigned to displace workmen during overtime periods.

Section 4. Working leadmen shall be paid at least thirty-five cents (35¢) per hour over the journeyman rate.

Section 5. Any employee already receiving more than the minimum set forth in Schedule A for his classification shall suffer no reduction as a result of this Agreement, and nothing herein shall preclude the payment of a higher rate at the discretion of the Employer.

Section 6. Apprentice wages, ratios and other matters concerning apprentices shall be provided in the Seattle Boilermakers Joint Apprenticeship Standards, as approved by the Washington State Apprenticeship Council.

## **ARTICLE 11**

### **PAY DAY**

All employees shall use direct deposit for pay roll.

Shops now paying weekly shall continue to pay weekly. In shops where employees are paid twice monthly, or every two weeks, they shall be permitted one draw day between pay days as prescribed by the management upon one day's notice by the drawee. Any employee who gets laid off shall receive all wages due him within twenty-four (24) hours of the termination of his employment. Any employee who quits of his own volition shall receive all wages due him on the next regular pay period following his date of termination.

## **ARTICLE 12**

### **HOLIDAYS**

Section 1. Each employee shall receive eight (8) times his regular straight-time hourly shift rate of pay for the following holidays, provided:

1. The employee worked his last regularly scheduled workday prior to and his first scheduled workday following the holiday.

Exception will be made in cases where absence on the workday prior to or the workday following was due to industrial injury, bona fide illness covered by a doctor's certificate, approved leave of absence, or temporary layoff, provided the employee's absence from work for the purpose of this exception by reason of any of the above causes is not for a total period in excess of two (2) weeks. For purposes of this Section, a temporary layoff shall be considered as one of two (2) weeks or less in duration.

2. The employee has been in the employ of the Employer for sixty (60) calendar days.

3. In event an employee does not work his full scheduled workday prior to and/or following the holiday, holiday pay shall be reduced in the amount equivalent to the time he failed to work as scheduled on the day before and/or after the holiday. However, in the event an employee would leave work without the specific approval of management before the established stopping time of his shift on a day before or after a holiday, he would be ineligible for any holiday pay and would be subject to further disciplinary action.

Section 2. The following shall be recognized as paid holidays: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, the DAY AFTER THANKSGIVING, the last scheduled workday before CHRISTMAS, and CHRISTMAS DAY.

In cases where the above listed holidays fall on Saturday, the Employer shall have the option of specifying by the Wednesday preceding the holiday whether Friday shall be a regular workday or regarded as the paid holiday.

Section 3. All time worked on the aforesaid holidays shall be compensated for at time and one-half the straight-time shift rate, plus holiday pay for eligible employees pursuant to Section 1 above shall be paid for such time. It shall be optional with the employees of any company as to whether or not they work on any of the specified holidays at the request of the Employer with the exception of work required for the preservation of life and property.

Section 4. Should any of the above holidays fall on Sunday, the day observed by the Nation shall be considered a holiday and compensated for as required under the foregoing Sections of this Article.

Section 5. Should any of the above holidays fall within the vacation period of an employee, he shall be paid as set forth above for such holiday, provided he works his last scheduled workday prior to and his first scheduled workday following his vacation period.

### **ARTICLE 13** **VACATIONS**

Vacations and Sick Leave as provided in Section 11 below, with pay will be granted on the following basis:

Section 1. A vacation year shall run from June 1 of any year to June 1 of the next succeeding year. Employees shall earn vacation credit during each vacation year based upon the number of hours worked as follows:

280 hours	1 day
560 hours	2 days
840 hours	3 days
1120 hours	4 days
1400 hours	5 days

Section 2. Each employee on June 1 of any year shall be entitled to vacation with pay at employee's straight-time hourly shift rate for the number of days of vacation credit which he has earned in the preceding vacation year.

Section 3. Any employee who on June 1 of any year has worked 1400 hours in each of three (3) consecutive vacation years shall be entitled to ten (10) days' vacation with pay at employee's straight-time hourly shift rate.

Section 4. Any employee who on June 1 of any year has worked 1400 hours in each of ten (10) consecutive vacation years shall be entitled to fifteen (15) days' vacation with pay at employee's straight-time hourly shift rate.

Section 5. Any employee who on June 1 of any year has worked 1400 hours in each of eighteen (18) consecutive vacation years shall be entitled to twenty (20) days' vacation with pay at employee's straight-time hourly shift rate.

Section 6. Any employee who has retained seniority and who has once qualified for and received ten (10) days or fifteen (15) days or more vacation with pay in any year either under this or any preceding contract, and who shall in any one (1) vacation year subsequent to June 1950 fail to work a minimum of 1400 hours shall, upon working 1400 hours in the next succeeding vacation year, be entitled to ten (10) days vacation with pay or fifteen (15) days or more vacation with pay, whichever is applicable, at employee's straight-time hourly shift rate at the expiration of said vacation.

Section 7. Employees entitled to two (2) or more weeks vacation will be allowed to separate his/her vacation into a minimum of one (1) week increments. Vacations are not cumulative and shall be taken at such time during the period June 1 to June 1 of any year as may be designated by the Employer, or as otherwise agreed upon between Employer and the employee. All vacation credits must be earned in the employ of one employer.

Section 8. Employees rehired after voluntarily resigning or being discharged for cause shall be considered new employees and vacation rights therefore shall only accumulate from the latest date of employment.

Section 9. Any employee who quits, is laid off or discharged shall be paid for his accumulated vacation credit; and if such employee has previously qualified for two weeks' vacation or three weeks' vacation, he shall be paid for two times or three times, whichever is applicable, the vacation credit set forth in Section 1.

Section 10. Vacation pay will not be combined with pay for time worked on a single paycheck thereby resulting in increased withholding tax being deducted; that is, where vacation separate paychecks are not provided, the withholding tax will be adjusted to account for the vacation payment. Further, industrial insurance deductions will not be made on vacation hours.

Section 11. After 180 days of continuous employment, Employee may use up to forty (40) hours each vacation year for sick leave in minimum two (2) hour increments. Employee shall be paid at the regular straight time rate for sick leave and sick leave hours are not included in hours worked for overtime. Sick leave does not accumulate and roll over to the next vacation year. Employees shall call his/her supervisor before their scheduled shift to request sick leave and be required to present medical verification for sick leave when absent three (3) consecutive days. Sick leave is paid/deducted from accrued vacation hours; if employee has used more sick leave than accrued at time of separation of employment, the Employer may deduct advanced sick leave hours from the employee's final paycheck.

## **ARTICLE 14** **JURY SERVICE**

Section 1. An employee having seniority as provided in Article 18, Seniority, and required by law to serve as a juror shall, upon satisfactory proof to the Employer of such service rendered, be reimbursed by the Employer for his work time lost for up to two (2) workweeks on the basis of the difference between his straight-time day shift hourly job classification rate, and his jury pay (excluding travel allowance); provided, however, such Employer reimbursement shall not be applicable to any period of time during which said employee-juror did not perform work for the Employer other than when prevented from doing so solely because of said jury service; and further provided that such Employer reimbursement is, in no event, to be applicable for a period of more than eight (8) hours in a standard workday, nor more than five (5) days in a standard workweek. Employees who have not obtained seniority may take unpaid leave to serve on a jury.

Section 2. In applying the foregoing, it is understood that if an eligible employee is called for jury service, responds to the call, and loses time, but is not accepted for jury service, or serves and is relieved therefrom by the middle of his work shift, the employee will be reimbursed by the Employer for his work time lost on the basis of the difference between his straight-time day shift hourly job classification rate and his jury pay (excluding travel allowance) provided he returns to his job immediately, and promptly reports these facts to the Employer; provided further, that if an employee works his regular shift in addition to performing jury duty, he shall not be paid by the Employer under the provisions of the Article.

## **ARTICLE 15** **BEREAVEMENT LEAVE**

An employee having attained seniority as provided in Article 18, Seniority, who suffers a death in the immediate family shall receive two (2) days off with pay. The immediate family shall be defined as wife, husband, Domestic Partner registered with the State of Washington, son, daughter, mother, father, brother sister, Grandparents, mother or father in law, or person who an employee has a in loco parentis relationship.

## **ARTICLE 16** **HEALTH AND WELFARE AND DENTAL PLAN**

Section 1. Effective the first day of the month immediately following ratification, the Employer shall make hourly contributions as set forth in Section B to Northwest Metal Crafts Trust Fund/Marine Boilermakers, hereafter referred to as "the Trust", commencing on the first day of hire for the purpose of providing to employees and dependents health and welfare, prescription drug, dental, vision, life, Accidental death and dismemberment insurance as outlined in the plan.

Section 2. Maintenance of Benefits. The Employer shall be responsible for paying the premiums for providing health and welfare benefits under this Article 16, capped at a maximum of \$5.85 per hour worked per employee. Each employee shall be responsible for one hundred percent (100%) of the increase in premiums over the employer cap. Employees will contribute the above employee shares of the cost of providing insurance under the plan identified in Paragraph A, above, unless the employee opts out of coverage in accordance

with and pursuant to the rules established by the Trust, in which case the Employer will be relieved of the obligation for paying health insurance premiums. Each employee's cost share shall be effected via payroll deduction. Employees shall notify the employer when they enroll in or drop the health insurance plan.

Section 3. The Employer's obligation to provide coverage for an employee under the above Plans shall cease when the employee ceases to have paid hours worked.

Section 4. The Company will provide a Plan-125 for the purpose of allowing employees who so elect to pay with pre-tax monies the employee's share of the cost for benefits under Article XVI. Participation in Plan 125 is voluntary. The Company will pay the administrative costs for the pre-tax payment of the employee's share of the costs of Article XVI benefits.

Section 5. The Union will certify to the Employer each year, at least 60 days before the expiration of this Agreement, that the Plan referenced in Section A above meets the requirements of the Affordable Care Act (ACA). Further, the Union will indemnify and defend the Employer against all claims, costs and taxes arising out of the Plan's noncompliance with ACA requirements.

## **ARTICLE 17**

### **PENSIONS**

Effective October 1, 2008 hours, contributions will be paid to the Boilermaker-Blacksmith National Pension Trust on the basis of two dollars and five cents (\$2.05) per hour for all hours worked by all employees covered by this Agreement.

## **ARTICLE 18**

### **SENIORITY**

Section 1. With a view to maintaining the most harmonious relations possible and the utmost teamwork between employees, work shall be distributed as evenly as possible among regular employees in their various classifications. In all layoffs and re-employment, the rule of seniority shall prevail where qualifications, ability, competency and all other factors are equal; provided that an employee shall not be considered as eligible for seniority until he has been regularly employed for a period of six (6) months.

Seniority rights of laid off employees with five (5) years or less seniority shall continue for six (6) months from date of layoff and excused absences. Seniority rights of laid off employees with more than five (5) years seniority shall continue for one (1) year from layoff date.

Seniority rights of non-work-related-medically-absent employees with five (5) years or less seniority shall continue for six (6) months from date of absence. Seniority rights of non-work-related-medically-absent employees with more than five (5) years seniority shall continue for one (1) year from date of absence.

In all cases, where an employee who has attained seniority is absent from work due to an industrial injury, he/she will retain seniority for a period of one (1) year.

The employee shall lose his seniority rights for any one of the following reasons: voluntary termination; discharge for cause; failure to report from layoff within three (3) working days after notification to report.

Notification for return from layoff shall be affected by telephone when possible; in the event the employee is not contacted by phone, the Company shall notify the employee at the employee's latest home address on record with the Company by means of verifiable communications (certified letter, courier, telegraph, etc.). The date of delivery of the certified letter shall begin the three (3) day period in which the employee must return to work. The Union will be notified in all cases where exceptions are made to extending the three-day period.

Section 2. No employee shall be discriminated against or jeopardized in seniority standing or suffer any loss of employment on account of membership or activity in the International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers, Welders and Helpers of America so long as such activities are not carried on during working hours so as to interfere with production at the plant.

Section 3. Upon request by the Business Representative or the Chairman of the Shop Committee, once in each three (3) month period lists of employees, and employees on layoff who continue to have seniority rights under Section 1 above, in the bargaining unit with their dates of employment and contract classifications will be furnished by the Employer.

Section 4. In any layoff the management shall make every reasonable effort to give advance notice to employees affected.

Section 5. Apprentices shall be considered a separate classification for seniority purposes, and upon completion of their apprenticeship period shall be given full seniority from their date of hire as an apprentice.

Section 6. Employees transferred out of the bargaining unit into a non-bargaining unit job (supervisory, engineering, technical, and/or office jobs which are not covered under a collective bargaining agreement) shall retain the amount of seniority they have acquired at the time of transferring out of the bargaining unit, but will not continue to accrue seniority.

Section 7. Newly hired employees shall serve a 60 day probationary period during which qualifications for the position will be evaluated. Probationary employees may be terminated for reasonable cause, but without access to the grievance procedure of this contract.

## **ARTICLE 19**

### **GENERAL**

Section 1. When a regular employee is required to take a test, he shall be paid for the time required to take the test.

Section 2. Any welder presenting satisfactory evidence that he has passed the required or similar test, or has been performing work requiring such test in the preceding twelve (12) months, shall be paid for the time required to take the test.

Section 3. Any welder not considered qualified as in Section 2 above who is required to take a test before going to work shall be paid for the time required to take the test, provided he passes the test successfully; provided further, that if he is injured while taking the test to an extent requiring medical attention, he shall be paid for all time spent up to the occurrence of the injury.

Section 4. All areas in which work is being performed on material of galvanized or red lead finish or brass or copper, or other materials, shall be properly ventilated while welding or burning.

Section 5. Vessels which have been used to carry combustibles, acids, etc. shall be properly cleaned and ventilated before welding or burning. All boilers shall be properly cleaned before men are required to repair them.

Section 6. The Employer shall comply with all safety, health and sanitation measures as required by the Washington Industrial Safety and Health Act and the Federal Occupational Safety and Health Act. The employees shall comply with safety, health and sanitation standards, rules and regulations that are applicable to his or her own actions and conduct. The parties agree to incorporate by reference into this Agreement the provisions of the Employer's Safety Manual, provided that the Employer may modify such provisions from time to time. The Employer will provide notice to the Union of material changes and an opportunity to bargain upon request, unless those changes are required by state or federal law or regulation.

Section 7. Any employee who is injured on the job to the extent of requiring medical treatment which results in his leaving work shall be entitled to pay for the time involved during his normal work hours. In event a doctor advises an injured employee he should not return to work because of his injury, he shall, upon presenting to the Company on the day of the injury a doctor's certificate certifying such doctor's advice, be entitled to pay for the full shift.

## **ARTICLE 20** **ACCESS TO PLANT**

Business representatives of the Union, upon application to the offices of the Company or in the case of night shifts to the supervisor in charge, will be allowed access to the shops for the purpose of investigating grievances arising under this contract, provided they do not interfere with production in the shops.

## **ARTICLE 21** **SHOP COMMITTEES AND GRIEVANCE PROCEDURE**

The Union will appoint a committee of not less than one (1) or more than seven (7) (according to the number of employees) which will be known as the Shop Committee and which will be recognized by the Company.

Prompt consideration shall be given to grievances. Any complaint arising among the employees in the shop over the interpretation or application of any specific provisions of this Agreement shall be processed as follows:

1. Any such complaint shall, within three (3) working days from the time the complaint arose or should have been reasonably known to exist, first be referred to the grievant's immediate supervisor or other official designated by the Company.
2. If no satisfactory agreement is reached in Step 1, the matter shall, within five (5) working days after it was first brought to the attention of the Company, be referred in writing to a higher official designated by the Company. Such time limits can be extended by mutual consent of the parties.
3. If the complaint cannot be settled in Step 2, it shall, within five (5) working days after the written grievance was presented to the Company in Step 2, be referred in writing to Washington Metal Trades, Inc., whose representative shall meet promptly with the Union Business Representative for the purpose of settling the grievance. Such time limits can be extended by mutual consent of the parties.
4. If the parties cannot reach an agreement, either party may, within ten (10) working days from the date the dispute was referred to Step 3, refer the matter in writing to an Arbitration Committee consisting of one (1) representative of the Employer, one (1) representative of the Union, and a third member to be chosen by these two. In the event the arbitrators designated by the parties are unable to agree upon the third arbitrator within five (5) working days, the Federal Mediation and Conciliation Service shall be requested to submit a list of five (5) qualified and approved arbitrators, from which list the third arbitrator shall be selected by the other two members of the Arbitration Committee alternately striking one name from the list until only one name shall remain.

The decision of the majority of the Arbitration Committee shall be rendered in writing within ten (10) working days after the close of the hearing and shall be final and binding upon all parties hereto. Any decision rendered shall be within the scope of this Agreement and shall not change any of its terms or conditions.

The power and authority of the arbitrators shall be strictly limited to determining the meaning and interpretation of the express terms of the Agreement as herein explicitly set forth. They shall not have authority to add to or subtract from or modify any of the said terms of the Agreement, or to limit or impair any right that Article 4 reserves to management or the Union. No decision of the arbitrators in one case shall create a basis for retroactive adjustments in any other case.

All time limits referred to in this Step may be extended by mutual consent. The costs of the third arbitrator will be borne by the party whose position is not upheld by the arbitrator's decision (in the case of a compromise decision, the arbitrator shall decide on the distribution of his fees).

A grievance shall not be processed under this Agreement on behalf of any employee who files or prosecutes, or permits to be filed or prosecuted on his behalf, in any court or government agency a claim, complaint or suit complaining of the action grieved under federal, state or municipal law or regulation.

Employees shall have the right at any time to request the assistance of the Shop Committee in the settlement of any grievance. The Shop Committee shall have the right at any time to call in a Business Representative of the Union to assist in the settlement of grievances.

The Company shall have the option of utilizing the procedures outlined in Steps 3 and 4 of the foregoing in the event of a complaint against the Union involving questions of interpretation or application of this Agreement.

**ARTICLE 22**  
**MAXIMUM PRODUCTIVITY**

It is the intent of the parties to achieve and sustain maximum productivity per employee during the term of this Agreement. In return to the Company for the wage rates and conditions herein provided, and consistent with the principle of a fair day's work for a fair day's pay, the Union pledges its agreement with the objective of achieving a high level of employee performance and efficiency consistent with safety, good health and sustained effort.

**ARTICLE 23**  
**NO STRIKES OR LOCKOUTS**

Section 1. During the life of this Agreement no strikes or work stoppages shall be caused or sanctioned by the Union, and no lockouts shall be entered upon by the Company. Any action of the Company in closing its plant during a general strike, riot or civil commotion for the protection of the plant and property shall not be deemed a lockout. Any action of the employees in refusing to go through a picket line for their own protection in case of an officially declared strike by some Union directly working on the job, if said strike is sanctioned and approved by Local No. 104 of the International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers, Welders and Helpers of America, AFL-CIO, shall not constitute a violation of this clause of the Agreement or cause for discharge.

Section 2. Refusal of the Employer to arbitrate a grievance as described and specified in Article 21 hereof shall, as to the settlement of such grievance only, suspend the "No Strike or Work Stoppage" provisions contained in the preceding Section.

**ARTICLE 24**  
**AGREEMENT QUALIFICATIONS**

Section 1. It is not the intent of either party hereto to violate any laws or rulings or regulations of any government authority or agency having jurisdiction of the subject matter of this Agreement, and the parties hereto agree that in the event any provision of this Agreement is held to be unlawful or void by any tribunal having the right to so hold, the remainder of the Agreement shall remain in full force and effect, unless the parts so found to be void are wholly inseparable from the remaining portions of this Agreement. The parties will meet and negotiate regarding a lawful replacement of any invalid portions of the agreement.

Section 2. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall exist between any of the parties hereto. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent for any further waiver of any such breach or condition.

Section 3. Any traffic demand management constraints or penalties imposed upon the Company shall be considered to fall within the scope of this Article; therefore, waiving any requirements under Article VI, Hours of Work and Shifts, regarding hours within which work must be performed.

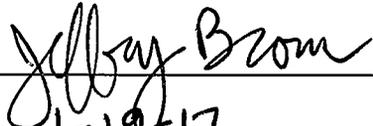
Section 4. The parties acknowledge the provisions of the City of Seattle Paid Sick Leave Ordinance, codified as chapter 14.16 of the Seattle Municipal Code, effective September 12, 2012, and expressly waive all of the provisions of said ordinance, as permitted by SMC Sec. 14.16.120. Employees with sick leave accrued on the date of ratification of this Agreement will retain 50% of the accrual, which may be used only for bona fide sick leave purposes, by January 1, 2014, after which time accruals are removed.

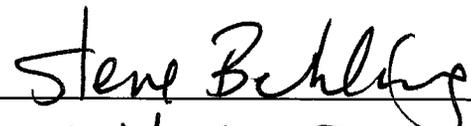
**ARTICLE 25**  
**DURATION**

This Agreement will become effective on date of signing except as otherwise provided herein, and shall remain in effect through September 30, 2019, unless changed by mutual consent. Should either party desire to change, modify or terminate the Agreement on the anniversary date of October 1, 2019, written notice must be given to the other party at least sixty (60) days in advance of October 1, 2019. If such notice is not given within such time, the Agreement shall be considered as automatically renewed for an additional period of one year and in like manner from year to year thereafter.

PSF INDUSTRIES, INC.  
65 SOUTH HORTON  
SEATTLE, WASHINGTON 98134

INTERNATIONAL BROTHERHOOD OF  
BOILERMAKERS, IRON SHIPBUILDERS,  
BLACK-SMITHS FORGERS, WELDERS &  
HELPERS OF AMERICA, AFL-CIO,  
LOCAL NO. 104

By:   
Date: 1-19-17

By:   
Date: 1-4-2017

COMPANY REPRESENTATIVE:

BY:   
ARCHBRIGHT

## SCHEDULE A

### Section 1. CLASSIFICATIONS AND MINIMUM RATES OF PAY

A. Classification wage rates are established on a percentage of the Journeyman rate as follows:

<u>Labor Grade</u>	<u>Classification</u>	<u>Wage Rate</u>
A	Layerout	105%
I	Journeyman	100%
II	Advanced Specialist	85%
III	Specialist A	75%
IV	Specialist B	65%
V	Helper	55%
VI	Utility Worker	40%

B. Labor Grade I (Journeyman)

Effective Date – 10/01/2016

Year 1

Description	1st Shift	2nd Shift	3rd Shift
<i>Straight Time Rates</i>			
Base (2016)	\$ 26.51	\$ 27.01	\$ 26.86
Pension Adjustment*	\$ (2.52)	\$ (2.52)	\$ (2.52)
Pay Base = (Base (2016) - Pension Adjustment)	\$ 23.99	\$ 24.49	\$ 24.34
<i>Overtime Rates</i>			
OT (2016) -- Base (2016) * 1.5	\$ 39.77	\$ 40.52	\$ 40.29
Pension Adjustment*	\$ (2.52)	\$ (2.52)	\$ (2.52)
Pay OT = (OT (2016) - Pension Adjustment)	\$ 37.25	\$ 38.00	\$ 37.77
<i>Double Time Rates</i>			
DT (2016) -- Base (2016) * 2	\$ 53.02	\$ 54.02	\$ 53.72
Pension Adjustment*	\$ (2.52)	\$ (2.52)	\$ (2.52)
Pay DT = (DT (2016) - Pension Adjustment)	\$ 50.50	\$ 51.50	\$ 51.20
Non-Working Pay Rate	\$ 26.51	\$ 26.51	\$ 26.51

**Notes:**

-Negotiated Increase of \$0.65 included in Base (2016) 1st, 2nd, and 3rd shifts

-Shift Differential of \$0.50 included in Base (2016) 2nd Shift

-Shift Differential of \$0.35 included in Base (2016) 3rd Shift

\* Based upon the June 15, 2015 letter outlining increases in NWMCTF rate signed by Steve Behling.

Effective Date – 10/01/2017

Year 2

Description	1st Shift	2nd Shift	3rd Shift
<i>Straight Time Rates</i>			
Base (2017)	\$ 27.16	\$ 27.66	\$ 27.51
Pension Adjustment*	\$ (2.52)	\$ (2.52)	\$ (2.52)
Pay Base = (Base (2017) - Pension Adjustment)	\$ 24.64	\$ 25.14	\$ 24.99
<i>Overtime Rates</i>			
OT (2017) -- Base (2017) * 1.5	\$ 40.74	\$ 41.49	\$ 41.27
Pension Adjustment*	\$ (2.52)	\$ (2.52)	\$ (2.52)
Pay OT = (OT (2017) - Pension Adjustment)	\$ 38.22	\$ 38.97	\$ 38.75
<i>Double Time Rates</i>			
DT (2017) -- Base (2017) * 2	\$ 54.32	\$ 55.32	\$ 55.02
Pension Adjustment*	\$ (2.52)	\$ (2.52)	\$ (2.52)
Pay DT = (DT (2017) - Pension Adjustment)	\$ 51.80	\$ 52.80	\$ 52.50
Non-Working Pay Rate	\$ 27.16	\$ 27.16	\$ 27.16

Notes:

- Negotiated Increase of \$0.65 included in Base (2017) 1st, 2nd, and 3rd shifts
- Shift Differential of \$0.50 included in Base (2017) 2nd Shift
- Shift Differential of \$0.35 included in Base (2017) 3rd Shift

\* Based upon the June 15, 2015 letter outlining increases in NWMCTF rate signed by Steve Behling.

Effective Date – 10/01/2018

Year 3

Description	1st Shift	2nd Shift	3rd Shift
<i>Straight Time Rates</i>			
Base (2018)	\$ 27.86	\$ 28.36	\$ 28.21
Pension Adjustment*	\$ (2.52)	\$ (2.52)	\$ (2.52)
Pay Base = (Base (2018) - Pension Adjustment)	\$ 25.34	\$ 25.84	\$ 25.69
<i>Overtime Rates</i>			
OT (2018) -- Base (2018) * 1.5	\$ 41.79	\$ 42.54	\$ 42.32
Pension Adjustment*	\$ (2.52)	\$ (2.52)	\$ (2.52)
Pay OT = (OT (2018) - Pension Adjustment)	\$ 39.27	\$ 40.02	\$ 39.80
<i>Double Time Rates</i>			
DT (2018) -- Base (2018) * 2	\$ 55.72	\$ 56.72	\$ 56.42
Pension Adjustment*	\$ (2.52)	\$ (2.52)	\$ (2.52)
Pay DT = (DT (2018) - Pension Adjustment)	\$ 53.20	\$ 54.20	\$ 53.90
Non-Working Pay Rate	\$ 27.86	\$ 27.86	\$ 27.86

**Notes:**

- Negotiated Increase of \$0.70 included in Base (2018) 1st, 2nd, and 3rd shifts
- Shift Differential of \$0.50 included in Base (2018) 2nd Shift
- Shift Differential of \$0.35 included in Base (2018) 3rd Shift

\* Based upon the June 15, 2015 letter outlining increases in NWMCTF rate signed by Steve Behling.

C. Vacations/Sick, holidays, jury duty, bereavement pay and overtime shall be calculated before reduction of the hourly wage rate pursuant to the Pension Funding Improvement plan MOU.

**Section 2. BREAK-IN RATES**

There shall be a break-in rate applicable to all classifications of not less than 90% of the classification rate for the first 60 days, it being understood that no employee promoted to higher classification wage rates will be reduced as a result of being promoted. Classifications of Journeymen level and above break-in rates shall apply only to in-plant promotions. In cases where an employee whose classification is above the Advanced Specialist or Specialist A level is promoted to Journeyman, the break-in rate shall apply not more than 30 days. Break-in rates shall not apply to new employees who have one (1) year or more proven experience in the industry on the specific job in which they are hired. Break-in rates shall not alter individual company's past practice regarding upgrading of employees for short periods of time to cover absences caused from vacations, illnesses, etc.

## SCHEDULE B

### JOB CLASSIFICATIONS GUIDE

- I. The following shall be used as a basis for assigning specific jobs to Labor Grades as set forth in Schedule A.

#### LABOR GRADE I (100% pay level)

Possesses thorough understanding of and capable of performing all aspects of the trade or crafts to required specifications and tolerances.

1. Capable of performing any job within the trade or craft from start to finish without instruction, except for very unusual circumstances.
2. Proficient in advanced shop mathematics.
3. Possesses expert knowledge regarding material characteristics, and all machines, processes, and tools of the trade.
4. Capable of setting up and organizing any job in the trade from start to finish.
5. Works under minimal supervision.
6. Capable of instructing and assisting lower classified employees in all aspects of the trade or craft.
7. Capable of interpreting and working from all drawings, prints, and cutting lists to complete any job from start to finish.

#### LABOR GRADE II (85% pay level)

Possesses thorough understanding of and capable of performing all aspects of the trade or craft to required specifications and tolerances within one or more areas of specialty.

1. Capable of performing any job within the trade or craft and within one or more areas of specialty from start to finish without instruction, except for very unusual circumstances.
2. Proficient in advanced shop mathematics within one or more areas of specialty.
3. Possesses expert knowledge regarding material characteristics, and all machines, processes, and tools of the trade within one or more areas of specialty.
4. Capable of setting up and organizing any job in the trade from start to finish within one or more areas of specialty.
5. Works under minimal supervision within one or more areas of specialty.

## Schedule B continued

6. Capable of instructing and assisting lower classified employees in all aspects of the trade or craft within one or more areas of specialty.

### LABOR GRADE III (75% pay level)

Possesses general understanding of and capable of performing moderately complex aspects of the trade or craft to required specifications and tolerances.

1. Capable of setting up and operating/performing moderately complex machines/processes/functions without instruction, except for unusual circumstances.
2. Proficient in general shop mathematics.
3. Interprets and utilizes moderately complex drawings, prints, and cutting lists to complete the job function.
4. Works under general supervision; may require additional supervision when performing work of a higher classification for purposes of training and experience.
5. Possesses general knowledge of material characteristics, the processes, machines and tools of the trade.

### LABOR GRADE IV (65% pay level)

Capable of setting up and performing basic work tasks of the trade; such tasks being less complex than Labor Grade III, but significantly more complex than Labor Grade V.

1. Capable of setting up and operating/performing basic machines/processes, functions of the trade or craft without supervision.
2. Proficient in basic shop math, including fractions and decimals.
3. Interprets and utilizes basic drawings, prints and cutting lists to complete the job function.
4. Works under general supervision within one or more areas of specialty.
5. Possesses basic knowledge of material characteristics, the processes, machines and tools of the trade.

## Schedule B continued

### LABOR GRADE V (55% pay level)

Directly assists Journeymen or other higher classified employees in the performance of work tasks, or performs other related work which supports or assists higher classified employees in the performance of their work.

1. Requires ability to read, write, add and subtract. Utilizes hand tools and measuring devices.
2. Utilizes material moving equipment as required, such as forklifts, hand trucks, cranes, and hoists.

### LABOR GRADE VI (40% pay level)

Performs work primarily of a low or minimal skill function in order to prepare material or work areas for job tasks.

1. Receives all job assignments and instructions from supervision or higher classified employees. May work alone, but under detailed instruction and direction. Uses little initiative.
2. Uses hand tools and measuring devices.

### LABOR GRADE A (105% pay level)

Possesses all skill levels set forth under Labor Grade I and, in addition, is assigned to a specialized aspect of the trade or craft.

- II. There will be established a standing Job Assignment Review Committee consisting of two (2) employees selected by the Union and two (2) employees selected by management. Such committee shall review and attempt to resolve all questions or disputes relating to job classification assignments. Any dispute that the committee is unable to resolve may be referred to Step 3 of the Grievance Procedure of the Labor Agreement.

**SCHEDULE C**

**CONSOLIDATED MEMORANDUMS OF UNDERSTANDING  
PSF INDUSTRIES / BOILERMAKERS LOCAL #104**

- A. (1986) This is to confirm that nothing within any provision of the Agreement between the parties signed 03-03-86, shall be construed as in any manner limiting a company party to the Agreement from moving all or part of the products they normally manufacture to another plant or company not covered by the Agreement.
- B. (1997) It is understood that overtime will be governed solely on the basis of Article 7 of the current Labor Contract. However, in an effort to maintain harmonious relations among the Employees, and between Employees and the Company, the Company will endeavor to utilize the following guidelines for the administration of overtime.
1. The Company will make a good faith effort to provide as much notice as possible prior to working overtime.
  2. The Company will attempt to administer overtime work on a voluntary basis. However, it remains understood that the Company reserves the right to require overtime.
  3. The Company will attempt to utilize employees who are available to work a reasonable portion of, but not the entire amount of, scheduled overtime. (On a job by job, or week by week basis).
- C. The Pension Plan Letter Agreement dated December 20, 2012 will continue throughout the 2010-2013 Labor Agreement unless revised by the Pension Trustees.

PSF INDUSTRIES, INC.

By: *Jelby Brown*  
Date: 1-19-17

BOILERMAKERS LOCAL NO. 104

By: *Steve Behluf*  
Date: 1-4-2017

**MEMORANDUM OF UNDERSTANDING**

The Union and Company recognize the need for qualified Union employees to meet Company production requirements and the current challenge to source qualified Union employees. Thus, the parties agree as follows regarding hiring:

1. Company shall contact the Union when it requires additional employees.
2. If the Union is unable to provide qualified employees at the Company's request within forty-eight (48) hours, the Company may utilize qualified employees through a labor broker (contract labor) and these contract worker(s) shall be exempt from the requirements of Article III, Section 1 of this Agreement for ninety (90) work days and Company may extend the contract worker(s) employment an additional ninety (90) work days provided the Union approves the extension. The Union will not reject a reasonable extension request and the Company shall not be required to replace a contract worker during the ninety (90) day extension period provided the Company has requested the extension.

In order to utilize a contract worker, the Company must adhere to the following in addition to requesting qualified employees from the Union and giving the Union the forty-eight (48) hour referral notification (as stated in 2 above).

- a. The same job skills requirements are applied to contract worker(s);
  - b. No current seniority employee is on lay off; and
  - c. Each contract worker may not work more than one hundred eighty (180) cumulative days in a twelve (12) month period, from the time the contract worker started working at Company. If a contract worker(s) is kept more than one hundred eighty (180) days, the contract worker(s) must join the Union per Article III.
3. This MOU is not intended to undermine the intent of Article III in the Collective Bargaining Agreement.
  4. This MOU shall expire at the expiration of this CBA.

PSF INDUSTRIES, INC.

By: *Jelby Brown*  
Date: 1-19-17

BOILERMAKERS LOCAL NO. 104

By: *Steve Behling*  
Date: 1-4-2017